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Attorneys for Plaintiff
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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CRAIG YATES, an individual,

Plaintiff,

v.

MIKADO SUSHI a.k.a, TANG KAI
YUNG, an individual dba MIKADO
SUSHI; and NORTHGATE
PROPERTIES, LP,

Defendants.

CASE NO. CV-10-0872-TEH

**STIPULATION OF DISMISSAL AND
[PROPOSED] ORDER THEREON**

The parties, by and through their respective counsel, stipulate to dismissal of this action in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(1). Outside of the terms of the Settlement Agreement and General Release (“Agreement”) herein, each party is to bear its own costs and attorneys’ fees. The parties further consent to and request that the Court retain jurisdiction over enforcement of the Agreement. *See Kokonen v. Guardian Life Ins. Co.*, 511 U.S. 375 (1994) (empowering the district courts to retain jurisdiction over enforcement of settlement agreements).

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1 Therefore, IT IS HEREBY STIPULATED by and between parties to this action through
2 their designated counsel that the above-captioned action be and hereby is dismissed with
3 prejudice pursuant to Federal Rules of Civil Procedure section 41(a)(1).

4 This stipulation may be executed in counterparts, all of which together shall constitute
5 one original document.

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7 Dated: August 19 , 2011

THOMAS E. FRANKOVICH,
A PROFESSIONAL LAW CORPORATION

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10 By: /S/ Thomas E. Frankovich
Thomas E. Frankovich
11 Attorneys for Plaintiff CRAIG YATES, an
12 individual

13 Dated: August 19 ,2011

WENDEL, ROSEN, BLACK & DEAN LLP

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15 By: /S/ Gregory K. Jung
Gregory K. Jung
16 Attorney for Defendant TANG KAI YUNG, an
17 individual

18 **ORDER**

19 IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to
20 Fed.R.Civ.P.41(a)(1). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for
21 the purpose of enforcing the parties' Settlement Agreement and General Release should such
22 enforcement be necessary.

23 Dated: 8/22, 2011

